CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO.06-147 ANNUAL REQUIREMENTS FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION

DATE: June 5, 2006 PURCHASING DIVISION

K-STREET COMPLEX

CONTRACT PERIOD: June 1,2006 THRU June May 31,2007 440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

CONTRACTOR: Commonwealth Electric Co of the Midwest (402) 441-7410

1941 "Y" street

P.O. Box 80638 Company Representative: Paul Claus, Jr.

Lincoln NE 68501-0638 Telephone No.: 402-473-2232

FAX No.:402-474-0114

E-Mail Address: pclaus@commonwealthelectric.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER PROPOSAL & SPECIFICATION NO. 06-147

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76460 Dated:6/2/06

CITY OF LINCOLN, NEBRASKA CONTRACT AGREEMENT

UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION, SPECIFICATION NO. 06-147

THIS CONTRACT, is made and entered into this day of _______, 2006 by and between Commonwealth Electric, 1941 Y St., Box 80638, Lincoln, NE 68501-0638, (in reference to Specification No. 06-147) hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prep ared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.

- A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
- B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
- 2. <u>Term.</u> The initial term of this Contract will be for a period of one year from the 1ST day of June, 2006, through the 31st day of May, 2007, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Amount of Work.

- A. No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
- B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the City will undertake a separate bid process for such project.

4 Termination.

- A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
- B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

- C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.
- 5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
 - A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
- 6. <u>Standard Specifications General Conditions</u>. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

7. Non-Discrimination.

- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

8. Drug Free Workplace.

- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
- 9. <u>Contract Documents</u>. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
- 10. <u>Independent Contractor</u>. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
- 11. <u>Insurance</u>. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.

12. Indemnification.

- A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
- B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

13. Applicable Laws and Permits.

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

- B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
- C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
- 14. <u>City's Representatives</u>. Departmental/agency representatives is DaveBernt, Erin Sokolik or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
- 15. <u>Guarantee</u>. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.

16. Contract Bonds.

A. The Purchasing Division will require a \$25,000.00 Performance Bond from each Contractor for the duration of the Contract.

17. Sales and Use Tax.

- A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
- B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.

18. Quotations for Individual Unit Price Projects.

- A. Quotations shall be written on the Unit Price Quotation Form, <u>Attachment 1</u>, showing a breakdown on the contract unit prices for labor, overhead and profit.
- B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
- C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
- D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
- 19. <u>Use of Contractors</u>. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
- 20. <u>Use of Subcontractors</u>. The City recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.

21 Notice to Proceed.

- A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
- B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
- C. Work shall be complete on or before the date set forth in the Notice to Proceed.

22. Invoices.

- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- B. Each project shall be invoiced separately.
- C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- D. Invoices shall be submitted for payment within thirty days of the date of project conclusion

- 23. <u>Assignment</u>. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
- 25. <u>Non Exclusive Relationship.</u> The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
 - A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

or unab	ic to perioriii	the necessary se	civiocs, the owners reserve the right to contact other contractors.
IN WITNESS WI	HEREOF, the	contractor and ti	he Owners do hereby execute this contract:
Dated thisday of	Sun	<u> </u>	2006.
Jon & Ros	A ST LIN	City of L	incoln, Nebraska Welley Jey
City Clerk	SEAL SEAL COUNTY		Mayor
Contractor Commonwealth Electric Company of the Midwest			The way
Company Name	ic Company	y or the midw	rest By: V VVVVV
Company Name			
1941 "Y" Street			David F. Firestone
Street Address			Name (Print)
Lincoln,	NE	68503	
City	State	Zip Code	Signature
(402) 474-1341			President
Telephone No.			Title

SCHEDULE A CURRENT CODES IN USE RELATING TO CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN AUGUST 1, 1999

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments
	Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code
2003	MUTCD

^{*} The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

CITY OF LINCOLN, NEBRASKA

Attachment 1

UNIT PRICE QUOTATION

MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION, Spec. 06-11/1

Date:				
TO DEPARTMENT/AGENCY REPRESEN	ITATIVE:			
FROM (CONTRACTOR):				
PROJECT NUMBER:				
PROJECT DESCRIPTION:				
When making a quotation please breakdown the Total Cost into Subcontractors Costs. Fill in the following Tables in the areas as				
TIME OF COMPLETION				
Estimated Start Date				
Number of Days to Complete				
LABOR COST TABLE				
CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT	
Master Electrician				
Journeyman Electrician				
Electrician's Apprentice				
Laborer:				
Other TOTAL LABOR	<u> </u>			
TOTAL LABOR	L	<u> </u>		
EQUIPMENT AND MATERIAL COSTS				
ITEM	COST	% O. & P.	TOTAL \$ AMOUNT	
Total Equipment Costs				
Total Materials Cost				
Total Shipping Cost	<u> </u>	The first of the control of the cont		
O. & P. ON SUBCONTRACTORS COSTS				
SUB-CONTRACTORS COSTS	COST	% O. & P.	TOTAL \$ AMOUNT	
Sub No. 1		/a U. & F.	TOTAL \$ ANOBAT	
Sub No. 2				
Sub No. 3				
Sub No. 4	<u> </u>			
Sub No. 5				
TOTAL PRICE (NOT TO EXCEED)		\$		
FIRM:		I homoweather the second secon		
		-		
BY:		_ Change Order#:_		
ADDRESS:		Accepted: _		
PHONE AP	PROVED E			
		Department/Agen	cy Representative	
	DATE			

PROPOSAL FOR SPECIFICATION NO. 06-147 UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION



BID OPENING TIME: 12:00 NOON DATE: May 03, 2006

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

SCHEDULE I - TRAFFIC SIGNAL WORK

ITEM NO.	ITEM DESCRIPTION	<u>U/M</u>	UNIT PRICE
1.	Remove Pull Box, Type PB-9	EA.	\$ 155.00
2.	Remove Pull Box, Type FOR 27	EA.	\$ 232.00
3.	Remove Cable in Conduit	L.F.	\$.75
4.	Remove Cable on Span	L.F.	\$ 2.75
5.	Remove T.S. Head	EA.	\$ 155.00
6.	Remove P.S. Head	EA.	\$ 155.00
7.	Remove PPB	EA.	\$ 55.00
8.	Remove Mast Arm Pole, Less Base	EA.	\$ 415.00
9.	Remove Mast Arm Pole, With Base	EA.	\$ 2,200.00
10.	Remove Pedestal Pole, Less Base	EA.	\$ 100.00
11.	Remove Pedestal Pole, With Base	EA.	\$ 250.00
12.	Remove Controller Cabinet, Less Base	EA.	\$ 215.00
13.	Remove Controller Cabinet, With Base	EA.	\$ 515.00
14.	Remove Metro Street Name Sign	EA.	\$ 75.00
15.	Remove Street Light, With Base	EA.	\$ 650.00
16.	Remove LED Message Sign, 30" x 30"	EA.	\$ 85.00
17.	Remove 10' Foundation	EA.	\$ 1,150.00
18.	Remove 15' Foundation	EA.	\$ 2,275.00
19.	Pull Box, Type PB-3	EA.	\$ 2,600.00
20.	Pull Box, Type PB-9	EA.	\$ 425.00
21.	Pull Box, Type FOR 27	EA.	\$ 730.00
22.	Conduit in Trench, ½"	L.F.	\$ 6.20
23.	Conduit in Trench, 2"	L.F.	\$ 4.15
24.	Conduit in Trench, 3"	L.F.	\$ 5.15
25.	Conduit in Trench, 4"	L.F.	\$ 6.25
26.	Conduit Bored, 2"	L.F.	\$ 15.50
27.	Conduit Bored, 3"	L.F.	\$ 19.00

ITEM NO.	ITEM DESCRIPTION	<u>U/M</u>	UNIT PRICE
28.	Conduit Bored, 4"	L.F.	\$20.00
29.	Cable, Coaxial RG6 on Span	L.F.	\$
30.	Cable, Coaxial RG6 in Conduit	L.F.	\$
31.	Cable, Camera Control on Span	L.F.	\$3.10_
32.	Cable, Camera Control in Conduit	L.F.	\$
33.	Cable, Camera Detector on Span	L.F.	\$3.10_
34.	Cable, Camera Detector in Conduit	L.F.	\$
35.	Cable, Camera Power 4/c on Span	L.F.	\$3.10
36.	Cable, Camera Power 4/c in Conduit	L.F.	\$
37.	Cable, Emergency Detector Cable on Span	L.F.	\$3.10_
38.	Cable, Emergency Detector Cable in Conduit	L.F.	\$
39.	Cable, Lead-in on Span	L.F.	\$3.10_
40.	Cable, Lead-in in conduit	L.F.	\$ 2.30
41.	Cable, TS 2/c on Span	L.F.	\$3.10
42.	Cable, TS 2/c in Conduit	L.F.	\$
43.	Cable, TS 3/c on Span	L.F.	\$3.00
44.	Cable, TS 3/c in Conduit	L.F.	\$
45.	Cable, TS 5/c on Span	L.F.	\$3.10
46.	Cable, TS 5/c in Conduit	L.F.	\$2.30_
47.	Cable, TS 7/c on Span	L.F.	\$3.40
48.	Cable, TS 7/c in Conduit	L.F.	\$2.50_
49.	Cable, TS 12/c on Span	L.F.	\$4.50_
50.	Cable, TS 12/c in Conduit	L.F.	\$3.50
51.	Cable, TS 16/c on Span	L.F.	\$4.75
52.	Cable, TS 16/c in Conduit	L.F.	\$
53.	Cable, Tracer wire in Conduit	L.F.	\$1.00_
54.	Cable, Service Cable No. 4 USE in Conduit	L.F.	\$1_55
55.	Cable, Service Cable No. 6 USE in Conduit	L.F.	\$ <u>1.35</u>
56.	Cable, Service Cable No. 8 USE in Conduit	L.F.	\$1.25_
57.	Cable, Circuit Ground, No 4 USE in Conduit	L.F.	\$2.75
58.	Cable, Circuit Ground, No 6 USE in Conduit	L.F.	\$1.35
59.	Cable, Circuit Ground, No 8 USE in Conduit	L.F.	\$

ITEM NO.	ITEM DESCRIPTION	<u>U/M</u>	UNIT PRICE
60.	Fiber, 12 Single Mode in Conduit	L.F.	\$1.55
61.	Fiber, 12 Multi Mode in Conduit	L.F.	\$1.45
62.	Electrical Service Riser NO Meter	EA.	\$
63.	Detector, Vehicle Magnetic (Probe provided by City)	EA.	\$ 775.00
64.	Detector, Vehicle 3 or 4 Turns, Curb Lane	EA.	\$500.00
65.	Detector, Vehicle 3 or 4 Turns, 2nd Lane from Curb	EA.	\$535.00
66.	Detector, Vehicle 3 or 4 Turns, 3rd Lane from Curb	EA.	\$ 700.00
67.	Detector, Install and Adjust Detection Camera	EA.	\$ 300.00
68.	Detector, Remove Detection Camera	EA.	\$ 250.00
69.	Detector, Install and Adjust Emergency Receiver	EA.	\$ 200.00
70.	Ground Rod, 10' x ½"	EA.	\$ 55.00
71.	Install DMS Support Pole With Base (with luminaire)	EA.	\$ 2,250.00
		EA.	\$ 1,800.00
72.	Install MA Pole, Type MA-1 Twin Arm ≤ 50 feet (with base)		
73.	Install MA-Pole, Type MA-1 Twin Arm ≤ 50 feet (less base)	EA.	
74.	Install MA Pole, Type MA-1 Twin Arm > 50 feet (with base)	EA.	\$ 2,600.00
75.	Install MA Pole, Type MA-1 Twin Arm > 50 feet (less base)	EA.	\$ 1,850.00
76.	Install MA Pole, Type MA-1 ≤ 50 feet (with base)	EA.	\$ 1,600.00
77.	Install MA Pole, Type MA-1 ≤ 50 feet (less base)	EA.	\$1,000.00
78.	Install MA Pole, Type MA-1 > 50 feet (with base)	EA.	\$ 2,500.00
79.	Install MA Pole, Type MA-1 > 50 feet (less base)	EA.	\$ 1,900.00
80.	Install MA Pole, Type MA-2 Twin Arm ≤ 50 feet (with base)	EA.	\$2,100.00
81.	Install MA Pole, Type MA-2 Twin Arm ≤ 50 feet (less base)	EA.	\$1,800.00
82.	Install MA Pole, Type MA-2 Twin Arm > 50 feet (with base)	EA.	\$
83.	Install MA Pole, Type MA-2 Twin Arm > 50 feet (less base)	EA.	\$
84.	Install MA Pole, Type MA-2 ≤ 50 feet (with base)	EA.	\$1,600.00
85.	Install MA Pole, Type MA-2 ≤ 50 feet (less base)	EA.	\$ <u>1,000.00</u>
86.	Install MA Pole, Type MA-2 > 50 feet (with base)	EA.	\$ 2,600.00
87.	Install MA Pole, Type MA-2 > 50 feet (less base)	EA.	\$ 2,000.00
88.	Install Pedestal Pole, Type PPB (with base)	EA.	\$ 300.00
89.	Install Pedestal Pole, Type PPB (less base)	EA.	\$ 200.00

ITEM NO.	ITEM DESCRIPTION	<u>U/M</u>	UNIT PRICE
90.	Install Pedestal Pole, Type 1 (with base)	EA.	\$300.00
91.	Install Pedestal Pole, Type 1 (less base)	EA.	\$ 225.00
92.	Install Pedestal Pole, Type 3 (with base)	EA.	\$325.00
93.	Install Pedestal Pole, Type 3 (less base)	EA.	\$\$
94.	Install Traffic Monitoring Pole, 60' (with base)	EA.	\$ 2,575.00
95.	Install Traffic Monitoring Pole, 70' (with base)	EA.	\$2,700.00
96.	Install Street Light Pole (with base)	EA.	\$600.00
97.	Install Wood Pole 35/5	EA.	\$300.00
98.	Install Wood Pole 40/3	EA.	\$300.00
99.	Wood Pole 35/5	EA.	\$550.00
100.	Wood Pole 40/3	EA.	\$675.00
101.	Install Traffic Signal, Type TS-1, T31	EA.	\$ 145.00
102.	Install Traffic Signal, Type TS-1, T36	EA.	\$145.00
103.	Install Traffic Signal, Type TS-1R, T38	EA.	\$ 145.00
104.	Install Traffic Signal, Type TS-1L, T37	EA.	\$ 145.00
105.	Install Traffic Signal, Type TS-1L, T32	EA.	\$145.00
106.	Install Traffic Signal, Type TS-1LL, T51B	EA.	\$ 200.00
107.	Install Traffic Signal, Type TS-1RR, T52	EA.	\$
108.	Install Traffic Signal, Type TS-1RR, T52B	EA.	\$200.00
109.	Install Traffic Signal, Type PS-1, T13	EA.	\$
110.	Install Traffic Signal, Type TS-1LB, T47	EA.	\$175.00
111.	Install Traffic Signal, Type TS-1LL, T51	EA.	\$
112.	Install Traffic Signal, Type TS-1LL, T51D	EA.	\$
113.	Install Prepare to Stop Assembly, MA	EA.	\$225.00
114.	Install Prepare to Stop Assembly, Shaft	EA.	\$
115.	Install School Crossing Assembly, MA	EA.	\$ 225.00
116.	Install Reduce Speed Assembly, MA	EA.	\$ 225.00
117.	Install Reduce Speed Assembly, Shaft	EA.	\$ 225.00
118.	Install Speed Indicator Sign on Shaft	EA.	\$225.00
119.	Install Signal Cabinet, Type A (Side of Pole Mount)	EA.	\$ 300.00

ITEM N	<u>10.</u>	ITEM DESCRIPTION	<u>U/M</u>		UNIT PRICE
120.	Insta	all Signal Cabinet, Type B (with base)	EA.	\$	1,050.00
	121.	Install Signal Cabinet, Type B (less base)	EA.	\$	400.00
	122.	Install Signal Cabinet, Type C (with base)	EA.	\$	1,250.00
	123.	Install Signal Cabinet, Type C (less base)	EA.	\$	600.00
	124.	Locate Stick	EA.	\$	100.00
	125.	Install Pedestrian Push Button, Type PPB	EA.	\$	60.00
	126.	Install Metro Street Name Sign	EA.	\$	120.00
	127.	Radio Antenna Hardware (includes 1-10' conduit & 2-Clamp kits)	EA.	\$	300,00
		Install Dynamic Message Sign	EA.	\$	190.00
		Install LED Sign, 30" x 30"	EA.	\$	200.00
•		Install Traffic Monitoring Camera	EA.	\$	325.00
		Down Guy Complete with anchor, guard, cable & hardware	EA.	\$	300.00
		Down Guy Complete with above ground concrete anchor, guard		****	
	102.	cable & hardware	EA.	\$	500.00
	133	Remove Down Guy Complete with above ground concrete			
		anchor, guard, cable & hardware	EA.	\$	300.00
	134.	Labor*	HR.	\$	40.00_
		Labor OT (Outside normal working hours)*	HR.	\$	75.00
		Bucket Truck Working Height, 45 Foot*	HR.	\$	60.00
		Bucket Truck Working Height, 70 Foot*	HR.	\$	85.00
		Flagger	HR.	\$	40,00
		Arrow Board	Day	\$	50.00
	140.	Grabber Cone	Day	\$	1.00
	141.	Plastic Barrel	Day	\$	1.50
	142.	Construction Sign 9 Sq. Ft or < with stands & sandbags	Day	\$	3.00
	143.	Construction Sign > 9 Sq. Ft with stands & sandbags	Day	\$	4.00
	144.	Type 3 Barricade with light, stand & sandbag	Day	\$	2.25
	145.	Mobile Dynamic Message Board, 3' x 6'	Day	\$	125.00
	146.	Remove sidewalk, 4"	Sq. Ft	\$	11.00
	147.	Sidewalk, 4"	Sq. Ft	\$	2.75
	148.	Sidewalk, 6"	Sq. Ft	\$	4.00
	149.	Detectable Warning Panel	EA.	\$	400.00
	150.	Asto-Brac, 96"	EA.	\$	80.00
	151.	Relocate Luminaire	EA.	\$	125.00
	152.	Luminaire	EA.	\$	325.00

^{*} Note: For traffic signal related items not listed here, but may be requested

inese unit Price Proposals are officied by <u>of the Midwest</u> , inclinated to be bidder.
A Corporation organized and existing under the laws of the state of <u>Nebraska</u> A Partnership doing business as <u>N/A</u> An Individual doing business as <u>N/A</u>
Addenda: Bidder has received Addenda Nos. N/A, and has included their provisions in this bid.
BID SECURITY REQUIRED: Yes_X Amount:\(\frac{\fir\f{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fir}\f{\f{\f{\fir}}}}}{\f
Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to react the Special Provisions before completing the following sections of the Proposal.
Contract Extension Renewal is an option: Yes X No
TERM PRICE CLAUSE: <u>BIDDER MUST STATE</u> (a) Bid prices firm for the full contract period:; or (b) Bid prices subject to escalation/de-escalation:; or (c) If (b), state period for which prices will remain firm: Through90 days, due to price of fuel, copper, PVC and Conduit
INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.
<u>X</u> YES <u>NO</u> If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.
COMPANY REPRESENTATIVE responsible for the administration of this Agreement:
NAME: Paul Claus Jr. TITLE: Project Manager PHONE NO. (402) 473-2232
AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.
The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.
Bidders Check list for submittals: Bid Security of \$1,000 Two complete copies of proposal/supporting material Qualification Statement Three references List of employees

I he undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 06-147

Commonwealth Electric Company of the Midwest	Haullland
COMPANY NAME	BY (Signature) √
1941 "Y" Street, PO Box 80638 STREET ADDRESS or P.O. BOX	Paul Claus, Ir. (Print Name)
Lincoln, NE 68501-0638	Project Manager
CITY, STATE ZIP CODE	(Title)
(402) 473-2232 (402) 474-0114 TELEPHONE No. FAX No.	May 3, 2006 (Date)
pclaus@commonwealthelectric.com E-MAIL ADDRESS	
	Net 30 Days TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours <u>after</u> tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department